

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



First American Title

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

- The Provisions in Schedule A
- The Requirements
- The Exceptions in Schedule B - Parts 1 and 2
- The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

SCHEDULE B - EXCEPTIONS

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.

6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

REQUIREMENTS
(Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

CONDITIONS

1. **DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. **LATER DEFECTS**

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

First American Title Insurance Company

SCHEDULE A

Third Amended

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Fro Ludwig at (480)551-0480**

Address Reference:

AZ

Effective Date: November 09, 2018 at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$1,100,000.00

Proposed Insured:
City of Scottsdale

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Emerald Hills Ranch Inc., an Arizona corporation

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

City of Scottsdale

4. The land referred to in this Commitment is located in Maricopa County, AZ and is described as:

SEE EXHIBIT "A " ATTACHED HEREIN

Title officer: Brenda Landt @ (602)685-7393.

Pages 1 through 4 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

EXHIBIT "A"

PARCEL NO. 1:

LOT 41 OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED IN PATENT RECORDED IN [DOCKET 5405, PAGE 76](#); AND

EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, AS RESERVED IN PATENT RECORDED IN [DOCKET 5405, PAGE 76](#).

PARCEL NO. 2:

LOT 43 OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 43 THAT BEARS NORTH 44 DEGREES 51 MINUTES 19 SECONDS WEST 936.29 FEET FROM THE CENTER QUARTER CORNER OF SAID SECTION 26;

THENCE FROM SAID POINT OF BEGINNING AND ALONG THE SOUTH BOUNDARY OF SAID LOT 43, SOUTH 89 DEGREES 49 MINUTES 51 SECONDS WEST, 329.79 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43;

THENCE ALONG THE WEST BOUNDARY OF SAID LOT 43, NORTH 00 DEGREES 03 MINUTES 21 SECONDS WEST 343.46 FEET;

THENCE LEAVING SAID WEST BOUNDARY SOUTH 62 DEGREES 42 MINUTES 14 SECONDS EAST, 191.14 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 22 SECONDS EAST 160.00 FEET TO A POINT IN THE EAST BOUNDARY OF SAID LOT 43;

THENCE ALONG SAID EAST BOUNDARY SOUTH 00 DEGREES 03 MINUTES 38 SECONDS EAST 255.00 FEET TO THE POINT OF BEGINNING; AND
EXCEPT THE NORTH 20 FEET THEREOF; AND

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA; AND

EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 3:

A PARCEL OF LAND IN LOT 44 OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 44;

THENCE SOUTH 0 DEGREES 03 MINUTES 21 SECONDS EAST ALONG EAST BOUNDARY OF SAID LOT 44, 320 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT CERTAIN PROPERTY CONVEYED TO THE UNITED STATES OF AMERICA IN [DOCKET 10576, PAGE 1352](#);

THENCE NORTH 32 DEGREES 07 MINUTES 45 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID UNITED STATES OF AMERICA PARCEL 376.64 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID LOT 44;

THENCE ALONG SAID NORTH BOUNDARY NORTH 89 DEGREES 42 MINUTES 07 SECONDS EAST 200.00 FEET TO SAID POINT OF BEGINNING.

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA; AND

EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

First American Title Insurance Company

**SCHEDULE B
Third Amended**

PART TWO:

1. Second installment of 2018 taxes, a lien, payable on or before March 1, 2019, and delinquent May 1, 2019.

(Affects Parcel No. 1)
2. Any additional taxes which may become a lien by reason of the county assessor reassessing the within described premises for the year(s) 2018.

(Affects The West 25 feet of Parcel No. 1)
3. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
4. The right to enter upon said land, prospect for, mine and remove all oil, gas and minerals, as reserved in instrument set forth as [Docket 5405, Page 76](#).

(Affects Parcel No. 1)
5. The right to enter upon said land and prospect for and remove all coal, oil, gas, minerals or other substances, as reserved in the Patent to said land.

(Affects Parcel Nos. 2 and 3)
6. Right-of-way not exceeding 33 feet in width, for roadway and public utilities purposes, to be located across said land, or as near as practicable to the exterior boundaries, as set forth in Patent recorded in [Docket 5405, Page 76](#)

(Affects Parcel No. 1)
7. Right-of-way not exceeding 33 feet in width, for roadway and public utilities purposes, to be located across said land, or as near as practicable to the exterior boundaries, as set forth in Patent recorded in Docket 1399, Page 131

(Affects Parcel No. 2)
8. Right-of-way not exceeding 33 feet in width, for roadway and public utilities purposes, to be located across said land, or as near as practicable to the exterior boundaries, as set forth in Patent recorded in Docket 10514, Page 1008

(Affects Parcel No. 3)
9. An easement for highway and incidental purposes, recorded as Docket 7376, Page 646

(Affects Parcel No. 2)

10. An easement for highway and incidental purposes, recorded as Docket 7579, Page 486 and 487 thereafter, Resolution No. 3248 recorded December 21, 1989 as 89-587514 of Official Records

(Affects Parcel No. 1)

11. An easement for utility lines and incidental purposes, recorded as Docket 9228, Page 482

(Affects Parcel No. 1)

12. An easement for highway and incidental purposes, recorded as Docket 10210, Page 1154

(Affects Parcel No. 1)

13. An easement for road or highway and public utilities and incidental purposes, recorded as 84-187326 of Official Records.

(Affects Parcel No. 1)

14. An easement for roadway and utility and incidental purposes, recorded as 91-155979 of Official Records.

(Affects Parcel No. 1)

15. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

16. The following matters disclosed by an ALTA/NSPS survey made by _____ on _____, designated Job No. _____:

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement set forth herein.

17. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.

18. Water rights, claims or title to water, whether or not shown by the public records.

19. The effect of a map purporting to show the land recorded as Book 1360, Page 8 of Record of Surveys.

(Affects all Parcels)

End of Schedule B

No. 255-5878742

First American Title Insurance Company

Third Amended

REQUIREMENTS:

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.
2. First half of 2018 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$12,526.66 for the year 2018 under Assessor's Parcel No. 217-32-050B 3.

(Affects a portion of Parcel No. 1)

3. All of 2018 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$101.74 for the year 2018 under Assessor's Parcel No. 217-32-052C 7.

(Affects Parcel No. 2)

NOTE: Taxes are assessed in the total amount of \$18.18 for the year 2018 under Assessor's Parcel No. 217-32-053A 6.

(Affects Parcel No. 3)

4. DELETED INTENTIONALLY

5. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" which became effective February 23, 2011. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11(b), 16, 17, 20(a), and 20(b) from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.
6. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
7. Furnish a certified copy of a resolution by the Board of Directors of Emerald Hills Ranch Inc., attested to by its secretary, authorizing this transaction and naming the officers authorized to execute the instruments necessary to complete this transaction.
8. Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.

(REQUIREMENT SATISFIED)

9. Record Warranty Deed from Emerald Hills Ranch Inc., an Arizona corporation to Buyer(s).

10. DELETED INTENTIONALLY

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

11. Such further requirements as may be necessary after completion of the above.
12. Return to title department for final recheck before recording.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.



DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. § 33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment.

End of Requirements

Appeals of Dedication, Exactions or Zoning Regulations



Rights of Property Owner

In addition to the other rights granted to you by the U.S. and Arizona Constitution, federal and state law and city ordinances or regulations, you are hereby notified of your right to appeal the following City actions relating to your property:

- 1) Any dedication or exaction which is required of you by an administrative agency or official of the city as a condition of granting approval of your request to use, improve or develop your real property. This appeal right does not apply to a dedication or exaction required as part of a city legislative act (for example a zoning ordinance) when an administrative agency or official has no discretion to determine the dedication or exaction.
- 2) The adoption or amendment of a zoning regulation that creates a taking of property in violations of Arizona and federal court decision.

Appeal Procedure

The appeal must be in writing and specify the City action appealed and the date final action was taken, and must be filed with or mailed to the hearing officer designated by the city within 30 days after the final action is taken

- No fee will be charged for filing
- The city Attorney's Office will review the appeal for compliance with the above requirements, and will notify you if your appeal does not comply
- Eligible appeals will be forwarded to the hearing officer, and a hearing will be scheduled within 30 days of receipt by the hearing officer of your request. Ten days notice will be given to you of the date, time and place of the hearing unless you indicate that less notice is acceptable to you.
- The City will submit a takings impact report to the hearing officer.
- In an appeal from a dedication or exaction, the City will bear the burden of proving that the dedication or exaction to be imposed on your property bears an essential nexus between the requirement and a legitimate governmental interest and that the proposed dedication or exaction is roughly proportional to the impact of the use, improvement or development you proposed.
- In an appeal from the adoption or amendment of a zoning regulation, the City will bear the burden of proving that any dedication or exaction requirement in the zoning regulation is roughly proportional to the impact of the proposed use, improvement, or development, and that the zoning regulation does not create a taking of property in violation of Arizona and federal court cases.
- The hearing officer must render his decision within five working days after the appeal is heard.
- The hearing officer can modify or delete a dedication or exaction or, in the case of an appeal from a zoning regulation, transmit a recommendation to the City Council.
- If you are dissatisfied with the decision of the hearing officer, you may file a complaint for a trial *nevo* with the Superior Court within 30 days of the hearing officer's decision.

For questions, you may contact:

City's Attorney's Office
3939 Drinkwater Blvd.
Scottsdale, AZ 85251
480-312-2405

Address your appeal to:

Hearing Officer, C/O City Clerk
3939 Drinkwater Blvd
Scottsdale, AZ 85251

Please be aware that City Staff cannot give you legal advice. You may wish, but are not required, to hire an attorney to represent you in an appeal.

Planning and Development Services

7447 E. Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ www.scottsdaleaz.gov

16-AB-2018
10/02/2018

**Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications**

I hereby certify that I am the owner of property located at:

10030 N 124th Street, Scottsdale, AZ 85259

(address where development approval, building permits, or city required improvements and dedications are being required)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Scottsdale as part of my property development on the parcel listed in the above address.



Signature of Property Owner

(Stephen W. Anderson, Agent)

October 2, 2018

Date

Request for Site Visits and/or Inspections Development Application (Case Submittals)



This request concerns all property identified in the development application.

Pre-application No: 531 -PA- 2018

Project Name: Emerald Hills Ranch

Project Address: 10030 N. 124th Street, Scottsdale

STATEMENT OF AUTHORITY:

1. I am the owner of the property, or I am the duly and lawfully appointed agent of the property and have the authority from the owner to sign this request on the owner's behalf. If the land has more than one owner, then I am the agent for all owners, and the word "owner" refer to them all.
2. I have the authority from the owner to act for the owner before the City of Scottsdale regarding any and all development application regulatory or related matter of every description involving all property identified in the development application.

STATEMENT OF REQUEST FOR SITE VISITS AND/OR INSPECTIONS

1. I hereby request that the City of Scottsdale's staff conduct site visits and/or inspections of the property identified in the development application in order to efficiently process the application.
2. I understand that even though I have requested the City of Scottsdale's staff conduct site visits and/or inspections, city staff may determine that a site visit and/or an inspection is not necessary, and may opt not to perform the site visit and/or an inspection.

Property owner/Property owner's agent: Stephen W. Anderson, Agent

Print Name

Signature

City Use Only:

Submittal Date: _____ Case number: _____

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ www.ScottsdaleAZ.gov

July 6, 2018

City of Scottsdale
Planning and Development Services
7447 E. Indian School Road, Suite 105
Scottsdale, AZ 85251

RE: 10030 N. 124th Street, Scottsdale
Application Processing Authorization

To Whom It May Concern:

The purpose of this letter is to formally authorize the firms and individuals identified below to process all necessary applications, including but not limited to requests related to abandonment of easements on behalf of Emerald Hills Ranch, Inc. (the "Owner") for the referenced property more fully described in the enclosed legal description. The Property is located at the southwest corner of E. Gold Dust Avenue and N. 124th Street in the City of Scottsdale. (APN 217-32-052C, 217-32-050B, and 217-32-053A)

- The law firm of Gammage & Burnham P.L.C., including but not limited to its representative, Stephen W. Anderson
- Other firms, as may be designated by the Owner in the course of the application review process

Sincerely,

Emerald Hills Ranch, Inc.

By:



Heather Greenbaum

Its:

President

Encl.

Legal description of Property

16-AB-2018
10/02/2018

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 10030 N. 124th Street, Scottsdale, AZ 85259
- b. County Tax Assessor's Parcel Number: 217-32-052C; 217-32-053A; 217-32-050B
- c. General Location: SWC Gold Dust Avenue & N. 124th Street
- d. Parcel Size: +/-8.48 Acres
- e. Legal Description: See attached

(If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

- 2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
- 3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
- 4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.
- 5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.
- 6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.
- 7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)

Date

Signature

HEATHER A. GREENBAUM

7/6, 2018

Heather A. Greenbaum

_____, 20__

_____, 20__

_____, 20__

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • www.s

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 10030 N. 124th Street, Scottsdale, AZ 85259
- b. County Tax Assessor's Parcel Number: 217-32-052C; 217-32-053A; 217-32-050B
- c. General Location: SWC Gold Dust Avenue & N. 124th Street
- d. Parcel Size: +/-8.48 Acres
- e. Legal Description: See attached

(If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

- 2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
- 3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
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Name (printed)

MICHAEL GREENBAUM

Date

6/12/8, 20__

Signature

[Handwritten Signature]

_____, 20__

_____, 20__

_____, 20__

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • www.ScottsdaleAZ.gov

EXHIBIT "A"

PARCEL NO. 1:

LOT 41 OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED IN PATENT RECORDED IN DOCKET 5405, PAGE 76; AND

EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, AS RESERVED IN PATENT RECORDED IN DOCKET 5405, PAGE 76.

PARCEL NO. 2:

LOT 43 OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 43 THAT BEARS NORTH 44 DEGREES 51 MINUTES 19 SECONDS WEST 936.29 FEET FROM THE CENTER QUARTER CORNER OF SAID SECTION 26;

THENCE FROM SAID POINT OF BEGINNING AND ALONG THE SOUTH BOUNDARY OF SAID LOT 43, SOUTH 89 DEGREES 49 MINUTES 51 SECONDS WEST, 329.79 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43;

THENCE ALONG THE WEST BOUNDARY OF SAID LOT 43, NORTH 00 DEGREES 03 MINUTES 21 SECONDS WEST 343.46 FEET;

THENCE LEAVING SAID WEST BOUNDARY SOUTH 62 DEGREES 42 MINUTES 14 SECONDS EAST, 191.14 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 22 SECONDS EAST 160.00 FEET TO A POINT IN THE EAST BOUNDARY OF SAID LOT 43;

THENCE ALONG SAID EAST BOUNDARY SOUTH 00 DEGREES 03 MINUTES 38 SECONDS EAST 255.00 FEET TO THE POINT OF BEGINNING; AND
EXCEPT THE NORTH 20 FEET THEREOF; AND

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA; AND

EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 3:

A PARCEL OF LAND IN LOT 44 OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 44;

THENCE SOUTH 0 DEGREES 03 MINUTES 21 SECONDS EAST ALONG EAST BOUNDARY OF SAID LOT 44, 320 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT CERTAIN PROPERTY CONVEYED TO THE UNITED STATES OF AMERICA IN DOCKET 10576, PAGE 1352;

THENCE NORTH 32 DEGREES 07 MINUTES 45 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID UNITED STATES OF AMERICA PARCEL 376.64 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID LOT 44;

THENCE ALONG SAID NORTH BOUNDARY NORTH 89 DEGREES 42 MINUTES 07 SECONDS EAST 200.00 FEET TO SAID POINT OF BEGINNING.

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA; AND

EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.